

AG Contract No.: KR04-0923TRN
ADOT ECS File No. JPA 04-052
Project: Kohl's Ranch
Section: SR 260 Kohl's Ranch/Tonto Creek
TRACS No.: H6648 01C
Budget Source Item No.

INTERGOVERNMENTAL AGREEMENT

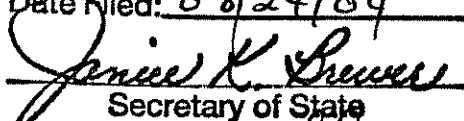
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
TONGO NATIONAL FOREST

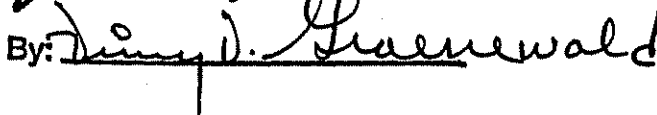
THIS AGREEMENT is entered into August 24, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, TONGO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Forest Service is empowered by Cooperative Funds Act of June 30, 1914 (16USC 504) and has authorized the undersigned to execute this Agreement on behalf of the Forest Service.
3. Incident to a highway improvement project contemplated by the State, on State Route (SR) 260, Kohl's Ranch Section, Project Number: NH-053-2 (035) B, TRACS Number: H6648 01C, the construction of the improvements will result in the permanent impact to lands controlled by the Forest Service. The State Agrees to be responsible for the funding of Enhancement project work associated with the Kohl's Ranch Highway construction project, through payment not to exceed \$351,330.00. The Forest Service agrees to be the lead agency, be responsible for the design and construction of the Tonto Creek Interpretive Rest Area.
4. The parties hereto agree and acknowledge to the following conditions: a) The amounts referenced in this Agreement are subject to change and can change substantially; b) Both parties will perform their responsibilities consistent with the Agreement; c) Any change or modification to the Project will only occur with the mutual Agreement of the Tonto National Forest and the State.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27030
Filed with the Secretary of State
Date Filed: 08/24/04

Secretary of State

By: 

II. SCOPE OF WORK

1. The State will:

a. Be responsible for an amount not to exceed \$351,330.00, for costs associated to complete the Project.

b. Upon execution and within 30 days upon receipt and approval of an invoice from the Forest Service, remit to the Forest Service, an amount not to exceed \$351,330.00, for costs associated to complete the Project.

2. The Forest Service will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Upon execution of this Agreement, invoice the State no more than monthly an amount not to exceed \$351,330.00, for costs associated to complete the Project. Request for payment shall be submitted using the State's Progress Payment Report Form (Attached). Electronic forms can be requested through Joint Project Administration, at the address provided under Section III. Paragraph 9.

c. Provide on a monthly basis to the State, an accounting of the monies expended for the Project.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of said Project and final accounting. However, this Agreement may be cancelled prior to the disbursement of funds transferred under this Agreement with thirty (30) days written notice to the other party.

2. This Agreement shall become effective upon signature of the parties and filing with the Arizona Secretary of State.

3. It is understood by the parties herein, The Project is intended to be complete within five years of approval. If the Project is not completed as noted herein, the parties may extend the Agreement by Amendment.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as it relates to conflicts of interest on behalf of State employees.

5. The continuation of this Agreement for future fiscal years is subject to receipt of apportionment authority by the Forest Service.

6. The provisions of Arizona Revised Statutes Section 35-214 relating to 5-year record retention for audit purposes are applicable to this contract.

7. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this Agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this Agreement that is compliant with applicable laws and regulations of the State and Federal government and acceptable to the State and Federal government. Such process will include a provision for non-binding arbitration.

8. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

9. Any information furnished to the Forest Service under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

10. Modifications within the scope of the Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

11. Improvements placed on National Forest System land at the direction of both of the parties, shall thereupon become property of the United States, and shall be subject to the same similar nature. No part of this Agreement shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

12. The cooperator has the legal authority to enter into this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

13. This Agreement in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

14. The Agreement is executed as of the date of the last signature and is effective for five years from that date at which time it will expire unless extended.

15. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

16. The principal contacts for this Agreement are:

Project Contact

Enhancement Group
Statewide Project Management
Arizona Department of Transportation
205 South 17 Avenue, Mail Drop 614E
Phoenix, AZ 85007
Phone: (602) 712-8427
FAX: (602) 712-1630

Administrative Contact

Joint Project Administrator
Arizona Department of Transportation
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
Phone (602) 712-8088
FAX: 602-712-7424

Forest Service Project Contact

Tonto National Forest
Mr. Terry Brennan
2324 E. McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5375
Fax: (602) 225-5295

Forest Service Administrative Contact

Tonto National Forest
Ms. Robin Rowe
2324 E. McDowell Road
Phoenix, AZ 85006
Phone: (602) 225-5200
Fax: (602) 225-5295

17. Any cooperator contributions made under this Agreement do not be direct reference or implication conveys Forest Service endorsement of the cooperator's products or activities.

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18. Pursuant with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

By 
KARL SIDERITS
Forest Supervisor

Date 8/12/04

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

Date 8-17-04

The authority and format of this Agreement
Have been reviewed and approved for signature.

By 
LORETTA ORONA
Grants & Agreements Specialist

Date 8/14/04

Report No.		JPA	
		PROGRESS	
Item No.		FINAL	
Project No.			
TRACS No.	H6648 01C		
Name of Project	Sr 260 Kohl's Ranch/Tonto Creek		
Name of Vendor	US Forest Service / Tonto		
REMIT PAYMENT TO:	ADOT Accting Dept. 206 S. 17th Avenue, Phoenix, AZ 85007		
Date Started	Estimated Completion Date:	On Going	30% Billed
			% Complete

[illegible]

Submitted By _____	Date: _____	Total: To: Date:	\$0.00
Approved By: _____	Date: _____	Total: Previous: Report:	\$0.00
ADOT Project Manager			
Accepted By: _____	Date: _____	Current: Report:	\$0.00
Joint Project Administration			

Transportation Enhancement (TE)

JPA 04-052

State Route 260

Kohl's Ranch Section

Tonto Creek Area

Project Description:

Tonto Creek Interpretive Rest Area

Cost Estimate

Site Work and Amenities includes the following:

Clearing, Site Preparation, Macadam Surfaced area, Sidewalk, accessible Creek pathway, Bicycle Racks, Interpretive and directional Signing, MUTCD signing, trash receptacles, native plant revegetation, Shade ramada and picnic table

\$165,000

Comfort Station 2 - SST

\$ 80,000

10 % Survey and Design

\$ 24,500

10% Contract Administration

\$ 24,500

Total

\$294,000

Overhead 19.2%

\$ 56,448

Total

\$350,448

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Forest Service Agreement # 04-CO-11031200-009



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0923TRN (**JPA 04-052**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 17, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section